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DK T BK 3,403 PG 8
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

PREPARED BY:
JPMorgan Chase Bank, N.A.
1111 Polaris Parkway
Columbus, OH 43240
800-346-9152
WHEN RECORDED MAIL TO:

✓ Johnson & Freedman, LLC
1587 Northeast Expressway
Atlanta, GA 30329
Bar Number: 100962
Telephone Number: (770) 234-9181

Index: Lot 75, Block —, Subdivision SECOND ADDITION, FOX HUNT, De Soto County/MS

• Section 26, T1S, R6W

Index: —1/4, —1/4, Section —, Township —, Range —

NOTICE OF SUBSTITUTION OF TRUSTEE

WHEREAS, on April 7, 2006, DEREK W. MASON AND YASMINE E MASON, HUSBAND AND WIFE executed a Deed of Trust to COVENANT ESCROW SERVICES, PHILLIP D. WADDELL, ATTORNEY AT LAW, Trustee, for the use and benefit of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS) AS NOMINEE FOR FIRST MAGNUS FINANCIAL CORPORATION, AN ARIZONA CORPORATION, which Deed of Trust is on file and of record in the office of the Chancery Clerk of De Soto County, Mississippi, in Deed of Trust Book 2,454 at Page 745, or Instrument No. —, and legally describing the trust property as:
See Attached.

WHEREAS, the undersigned is the present holder and beneficiary of the deed of trust referenced above; and

WHEREAS, ^{*}Citibank, N.A. as Trustee for Bear Stearns Alt-A Trust, Mortgage Pass-Through Certificates, Series 2006-4 pursuant to the provisions of the aforesaid Deed of Trust and for reasons satisfactory to itself, has elected to substitute Nationwide Trustee Services, Inc. as Trustee in and for the above described deed of trust and the indebtedness secured thereby; and

NOW THEREFORE,*Citibank, N.A. as Trustee for Bear Stearns Alt-A Trust, Mortgage Pass-Through Certificates, Series 2006-4, the present holder of the above described deed of trust, acting by and through its duly authorized officers, does hereby substitute Nationwide Trustee Services, Inc. as Trustee (address: 1587 Northeast Expressway Atlanta, GA 30329, telephone: (770) 234-9181) in the place and stead of the current trustee and does hereby confer upon the said Nationwide Trustee Services, Inc. full and complete power to execute said trust as Trustee as provided by the terms of the aforesaid deed of trust.

Should the undersigned become the last and highest bidder at the foreclosure sale, the Trustee is hereby authorized to transfer and assign said bid and to convey title to said foreclosed property to the Secretary of Housing and Urban Development or the Secretary of Veterans Affairs, or whomsoever the undersigned shall authorize. The statement in the Substitute Trustee's deed that the undersigned has requested transfer of its bid to grantee(s) in the Substitute Trustee's Deed shall be binding on the undersigned and conclusive evidence in favor of the assignee or other parties thereby, and that the Substitute Trustee is duly authorized and empowered to execute same.

WITNESS THE EXECUTION HEREOF by the aforesaid entity acting by and through its duly authorized officers, this the 28 day of January, ~~2011~~ ²⁰¹²

BENEFICIARY

* Citibank, N.A. as Trustee for Bear Stearns Alt-A Trust, Mortgage Pass-Through Certificates, Series 2006-4

BY: [Signature]
Vice President TIMOTHY K. APPIAN

*JPMorgan Chase Bank, NA
as Attorney-in-Fact for

STATE OF Ohio
COUNTY OF Franklin

Power of Attorney
Exhibit B

PERSONALLY, came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid Timothy K. Appian, with whom I am personally acquainted and who acknowledged that he/she is the Vice President, of the within named*Citibank, N.A. as Trustee for Bear Stearns Alt-A Trust, Mortgage Pass-Through Certificates, Series 2006-4, and that he signed, sealed and delivered the within and foregoing instrument on the day and year therein mentioned for and on behalf of said entity, and as its own act and deed for the purposes therein mentioned, having been first duly authorized so to do.

Witness my signature and official seal on this, the 28 day of JANUARY, ~~2011~~ ²⁰¹²

[Signature]
NOTARY PUBLIC MARK A. SEECH

My Commission Expires:
9/15/2015



MARK A. SEECH
Notary Public, State of Ohio

EXHIBIT A

LEGAL DESCRIPTION

LOT 75, SECOND ADDITION, FOX HUNT SUBDIVISION, SITUATED IN SECTION 26, TOWNSHIP 1 SOUTH, RANGE 8 WEST, CITY OF OLIVE BRANCH, DESOTO COUNTY, MISSISSIPPI, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 87, AT PAGE 32, IN THE OFFICE OF CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI, BEING THE SAME PROPERTY CONVEYED BY DEED OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI AT BOOK 462, PAGE 638.

EXHIBIT B

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, Citibank, N.A., a national banking association and having an office for the conduct of business in New York, New York, solely in its capacity as trustee (in such capacity the "Trustee") under the Pooling and Servicing Agreement dated as of June 1, 2006, among Structured Asset Mortgage Investments II Inc., a Delaware corporation, as depositor (the "Depositor"), Citibank, N.A., a national banking association, not in its individual capacity, but solely as trustee (the "Trustee"), Wells Fargo Bank, National Association, as master servicer (in such capacity, the "Master Servicer") and as securities administrator (in such capacity, the "Securities Administrator") and EMC Mortgage Corporation, as sponsor (in such capacity, the "Sponsor") and as company (in such capacity, the "Company") (the "Pooling Agreement") pursuant to which Bear Stearns ALT-A Trust, Mortgage Pass-Through Certificates, Series 2006-4 are issued and not in its individual corporate capacity, hereby constitutes and appoints JPMorgan Chase Bank N.A., as its true and lawful attorney-in-fact, in its name, place and stead and for its use and benefit, to execute and acknowledge in writing or by facsimile stamp or otherwise all documents customarily and reasonably necessary and appropriate for the tasks described in items (i) through (x) below relating to certain mortgage loans (the "Loans") serviced by JP Morgan Chase Bank, N.A., as a Servicer under the Pooling Agreement. These Loans are comprised of Mortgages, Deeds of Trust, Deeds to Secure Debt, Co-ops and other forms of Security Instruments (collectively the "Security Instruments") and the notes secured thereby (the "Notes").

- i. The Substitution of Trustee(s) in Deeds of Trust and/or Deeds to Secure Debt in the name of the undersigned, as Trustee,
- ii. The Extension and/or Renewal of Financing Statements in the name of the undersigned, as Trustee,
- iii. The Satisfaction, Assignment and/or Release of Security Instruments and/or Financing Statements in the name of the undersigned, as Trustee, or the issuance of Deeds of Reconveyance upon payment in full and/or discharge of the Notes secured thereby,
- iv. The Modification and/or Partial Release of Security Instruments, including the subordination of a Security Instrument to an easement in favor of an entity with powers of eminent domain.
- v. The Assumption of Security Instruments and the Notes secured thereby,
- vi. The right to collect, accelerate, initiate suit on and/or foreclose all Loans, and
- vii. The right to manage, sell, convey or transfer the real and/or personal property specified in the Security Instruments.
- viii. The endorsement of loss payable drafts or other checks that are necessary to effectuate proper servicing of the loan or repairs to the real property encumbered by the Security Instrument.
- ix. The registration of loan collateral and real estate owned with municipalities, counties, states, and other governmental entities as required by law, including without limitation, the execution of documents, forms, and other instruments necessary to comply with such law and/or to preserve loan collateral and real estate owned.

- x. To the extent permitted by law, the appearance in legal and administrative proceedings, actions, disputes, and matters concerning loan collateral and real estate owned, and the execution of documents necessary to effectuate such appearance, including without limitation, affidavits, pleadings, settlements, agreements, stipulations, and letters of consent.

The undersigned gives to said attorney-in-fact full power and authority to execute such instruments as if the undersigned were personally present, hereby ratifying and confirming all that said attorney-in-fact shall lawfully do or cause to be done by authority hereof. The undersigned also gives to said attorney-in-fact full power and authority to appoint by subsequent power of attorney a subservicer (a "Subservicer") to act in its stead so long as the Trustee is given prior notice of such appointment. The undersigned also has the power to delegate the authority given to it by Citibank, N.A., as Trustee, under this Limited Power of Attorney, for purposes of performing its obligations and duties by executing such additional Powers of Attorney in favor of its attorneys-in-fact as are necessary for such purpose. The Servicer's attorneys-in-fact shall have no greater authority than that held by the Servicer. The Servicer shall remain liable for any acts taken or omitted by its attorneys-in-fact. The Servicer further agrees to indemnify and hold the Trustee and its directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by reason or result of or in connection with such additional Powers of Attorney given by the Servicer in favor of its agents or attorneys-in-fact. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and Pooling Agreement or the earlier resignation or removal of the Trustee under the Pooling Agreement. Third parties without actual notice may rely upon the power granted to said attorney-in-fact under this Limited Power of Attorney and may assume that, upon the exercise of such power, all conditions precedent to such exercise of power have been satisfied and this Power of Attorney has not been revoked unless an Instrument of Revocation has been recorded.

Nothing contained herein shall be construed to grant the Servicer the power to initiate or defend any suit, litigation or proceeding brought against Citibank, N.A. as Trustee for the trust, except as specifically provided for herein. If the Servicer receives any notice of suit, litigation or proceeding in the name of Citibank, N.A. as Trustee, then the Servicer shall forward a copy of same to the Trustee within a reasonable period of time.

This Limited Power of Attorney is not intended to extend the powers granted to the Servicer under the Pooling Agreement or to allow the Servicers to take any action with respect to Mortgages, Deeds of Trust or Mortgage Notes not authorized by the Pooling Agreement. Notwithstanding anything contained herein to the contrary, the Servicer shall not, without the Trustee's written consent, and such consent shall not be unreasonably withheld: (i) initiate any action, suit or proceeding directly relating to the servicing of a Loan solely under the Trustee's name without indicating the Servicer in its applicable, representative capacity, so long as the jurisdictional and procedural rules will allow for this insertion to occur, (ii) initiate any action, suit or proceeding not directly relating to the servicing of a Loan solely under the Trustee's name, (iii) engage counsel to represent the Trustee in any action, suit or proceeding not directly relating to the servicing of a Loan, or (iv) prepare, execute or deliver any government filings, forms, permits, registrations or other documents or take any action with the intent to cause, and that actually causes, the Trustee to be registered to do business in any state.

The Servicer hereby agrees to indemnify and hold the Trustee and its directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by reason or result of or in connection with the exercise by the Servicer of the powers granted to it hereunder. The foregoing indemnity shall survive the

termination of this Limited Power of Attorney and the Pooling Agreement or the earlier resignation or removal of the Trustee under the Pooling Agreement.

This limited power of attorney has been executed and is effective as of this 31st day of August 2011 and the same and any subsequent limited power of attorney given to any Subservicer or attorneys-in-fact shall terminate on the date that is the earlier of (i) one year from the date hereof and (ii) the occurrence of any of the following events or until revoked in writing by the undersigned provided, that so long as none of the following events below have occurred or continuing, the Trustee shall execute and deliver a replacement power of attorney:

- i. the supervision or termination of JP Morgan Chase Bank, N.A. as the Servicer with respect to the Loans serviced under the Pooling Agreement,
- ii. the transfer of servicing from JP Morgan Chase Bank, N.A. to another Servicer with respect to the Loans serviced under the Pooling Agreement,
- iii. the appointment of a receiver or conservator with respect to the business of the attorney-in-fact or JP Morgan Chase Bank, N.A., or
- iv. the filing of a voluntary or involuntary petition of bankruptcy by the attorney-in-fact, JP Morgan Chase Bank, N.A., or any of their creditors.

Notwithstanding the foregoing, the power and the authority given to said attorney-in-fact, Subservicer or the Servicer's attorney-in-fact under this Limited Power of Attorney shall be revoked with respect to the Pooling Agreement and the Loans subject thereto upon the occurrence of:

- i. the suspension or termination of JP Morgan Chase Bank, N.A. as the Servicer; or
- ii. the transfer of servicing from JP Morgan Chase Bank, N.A. to another Servicer.

Nothing contained herein shall be deemed to amend or modify the Pooling Agreement or the respective rights, duties or obligations of the Trustee or JP Morgan Chase Bank, N.A. thereunder, and nothing herein shall constitute a waiver of any rights or remedies thereunder.

If this limited power of attorney is revoked or terminated for any reason whatsoever, a limited power of attorney given by the Servicer to any Subservicer or attorneys-in-fact shall be deemed to be revoked or terminated at the same time.

This Limited Power of Attorney is entered into and shall be governed by the laws of the State of New York, without regard to conflicts of law principles of such state.

This Limited Power of Attorney supersedes all prior powers of attorney given by the undersigned to JP Morgan Chase Bank, N.A. for the Loans, and all such powers and the authority granted thereunder are hereby revoked effective as of the date of recording of this Limited Power of Attorney.

JP Morgan Chase Bank, N.A.
as Servicer

[Signature]
Name: **Victoria Contini**
Title: **Vice President**

Witness:
[Signature]
Name: **Susan L Newby**
Title: **Compliance Officer**

Witness:
[Signature]
Name: **Charles Herndon**
Title: **Vice President**

Citibank, N.A.,
as Trustee

[Signature]
Name: **John Hannon**
Title: **Vice President**

Witness:
[Signature]
Name: **Wafaa Orfy**
Title: **Vice President**

Witness:
[Signature]
Name: **Lois Piscitelli**
Title: **Vice President**

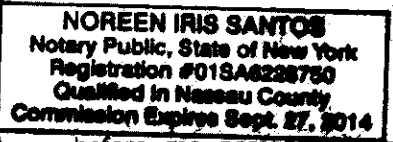
STATE OF NEW YORK)
)
COUNTY OF NEW YORK) ss.:

On the 31st day of August in the year 2011, before me personally came, John Hannon to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) in 388 Greenwich, New York, New York 10013 (if the place of residence is in a city, include the street and street number, if any, thereof) ; that he/she/they is the Vice President of Citibank, N.A., the entity described in and which executed the above instrument; and that he/she/they signed his/her/their name(s) thereto by authority of the board of directors of said entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[Signature]
Notary Public

STATE OF Florida,
COUNTY OF Duval) ss.:



On the 8 day of September in the year 2011, before me personally came, Victoria Contini to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) in Duval County, FL (if the place of residence is in a city, include the street and street number, if any, thereof); that he/she/they is (are) the Vice President of JP Morgan Chase Bank, N.A., the entity described in and which executed the above instrument; and that he/she/they signed his/her/their name(s) thereto by authority of the board of directors of said entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[Signature]
Notary Public

